conviction. Pending the hearing of the appeal he escaped. On motion of the Attorney-General an order was issued that the appeal stand dismissed unless the defendant shall within thirty days return to custody.

EVIDENCE—CROSS-EXAMINATION.—DAY v. DONOHUE, 41 Atl. 934 (N. J.).—Defendant, who was a master, being sued for negligence in furnishing material for a scaffold, gave testimony which tended to show he had used ordinary care. On cross-examination he was asked if he was insured against loss in case the verdict went against him. *Held*, that it was within the discretion of the trial court to allow the question. Van Syckel and Depue, J. J., dissented on the ground that such testimony was immaterial and irrelevant.

EVIDENCE—CROSS-EXAMINATION—PEOPLE v. DOLE, 55 Pac. 581 (Cal.).—Defendant on trial for forging a check testified in his own behalf that he won the check in a game of poker. On cross-examination he was asked whether he had stated this to the person who arrested him, or to the officer in whose custody he was placed, or to the person who informed him of the particular charge against him. *Held*, that such question was proper. McFarland, Henshaw and Temple, J. J., dissented on the ground that a man's silence to his jailors can not be used against him.

INSOLVENCY—POWER OF ASSIGNEE—UNRECORDED MORTGAGE—NEWTOWN SAVINGS BANK v. LAWRENCE, ET AL, 41 Atl. 1054 (Conn.).—Under Conn. G. S., § 2961, providing that no conveyance shall be effectual to hold lands against any other person but the grantor and his heirs unless recorded, the assignee in insolvency of the grantor may sell property free from an unrecorded mortgage made by his assignor. Andrews, C. J., and Hammersley, J., dissented.

LIFE INSURANCE—CONTRACTS—FRAUDS—RECISSION—NEGLIGENCE—MCCARTY v. N. Y. LIFE INS. CO., 77 N.W.Rep. 26 (Minn.).—An agent of the insurance company solicited the plaintiff to take out a policy of insurance upon his life, stating the character and terms of the policy. Plaintiff agreed to take one of the kind and terms described by the agent. Thereupon the agent filled out an "application" and presented it to plaintiff for his signature; falsely representing to him that it was an application for a policy of the character and terms which he had described. Plaintiff signed the application without reading it, in reliance upon the representations of the agent, and gave his promissory note in payment of the premium. He did not read the policy for six weeks, when, upon discovering that the terms were materially different from what they had been represented to be by the agent, he immediately returned the policy, requesting that they cancel it and return to him his note. The company refused and transferred the note to an innocent indorsee, who recovered, and the plaintiff thereupon brought suit to recover the value of the note. *Held*, notwithstanding there was a stipulation requiring an alteration of one of their policies to be put in writing, and submitted to the home office to render it valid, plaintiff could recover. *Insurance Co.* v *Fletcher*, 117 U. S. 519, O. Sup. Ct. 837, distinguished. Negligence is not a good defense in an action of fraud between the original parties to the contract. As to the contention that the parties could not be placed in *statu quo*, plaintiff having been insured for six weeks, and that the only remedy was an action for deceit, the court held that where one party has obtained an unconscionable advantage over another by fraud, and a recission would be in furtherance of justice, a recission may still be had,

although the parties cannot in all respects be fully restored to their former condition. *Conlan* v. *Roemer*, 52 N. J. L. 53, 18 Atl. 858; *Hammond* v. *Pennock*, 61 N. Y., 145.

MASTER AND SERVANT—CONTRACTS—AVOIDING LIABILITY FOR NEGLIGENCE—RELEASE—RAILROADS—JOHNSON v. CHARLESTOWN RY. CO., 32 S. E. Rep. 2, (S. C.).—2 Const. 1895, Art. 9, § 15, provides that railroad employés shall have the same rights and remedies for injuries suffered from the acts or omissions of the corporation or certain employés as are allowed by law to persons not employés, and that their representatives shall have the same right of action for their death; that knowledge of any employé of the defective or unsafe condition of ways, etc., shall be no defense to an action for injury caused thereby, except as to conductors and engineers voluntarily operating unsafe cars or engines; and that any contract, expressed or implied, made by any employé, to waive the benefit of the section shall be void. In an action for the death of an employé, the railway company by way of affirmative defense alleged that the plaintiff was a member of the Relief and Hospital department, organized for the purpose of establishing and managing a fund for the payment of definite amounts to employés. Plaintiff had received the benefits of the organization after his injury and before his death, and the company maintained that they were released from any obligation. The court being evenly divided they were forced to affirm the judgment of the court below, not allowing the administratrix to recover. Pope, J., in the main opinion maintained that the contract, because of the constitutional provision, was null and void, and being null and void could not be made valid by receiving any benefits thereunder. *Wallingford* v. *R. R. Co.*, 26 S. C. 258, 2 S. E. 19.

MASTER AND SERVANT—PROXIMATE CAUSE—NEGLIGENCE—MARYLAND STEEL CO. OF SPARROWS POINT v. MARNEY, 42 Atl. 60 (Md.).—Defendant, who was plaintiff's employer, knowingly employed an incompetent workman whose negligent management of certain apparatus brought a number of other workmen into danger. Plaintiff, a skilled workman, whose business was in the use of the same apparatus, attempted to prevent the injury to his fellow servant, and in doing so voluntarily entered into danger. He was injured and sued his employer. *Held*, that the negligence of his fellow servant was the proximate cause of the injury, and that the plaintiff's action in interposing to prevent injury to the other employés was not negligence per se. A judgment in favor of the servant was affirmed.

MORTGAGE—ASSIGNMENT—IMPLIED WARRANTY—WALLER v. STAPLY, 77 N. W. Rep. 570 (Iowa).—An assignment of a mortgage carries with it an implied warranty of the genuineness of the mortgage.

MUNICIPAL CORPORATIONS—APPROPRIATIONS—CHARITIES—STATE EX. REL. ORR v. CITY OF NEW ORLEANS ET AL. (PROTESTANT ORPHANS' HOME ET AL. INTERVENERS) 24 South. R. 666 (La.).—Constitution of the State of Louisiana declares that "no money shall be taken from the public treasury, directly or indirectly, in aid of any church, sect," etc. *Held*, this refers to public treasury of the state, and not to appropriations made by Common Councils of cities, or to money taken from city treasuries. Breaux and Muller, J. J., dissenting.

MUNICIPAL CORPORATIONS—BONDS FOR LOCATION OF COUNTY SEAT—CURATIVE ACT—VALIDITY—SCHNECK v. CITY OF JEFFERSONVILLE, 52 N. E. (Ind.)